



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25

April 5, 2016

April 05, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

LORI GLASGOW
EXECUTIVE OFFICER

**AGREEMENT FOR USE OF PRIVATE HELIPAD
FOR EMERGENCY SERVICES PROVIDED BY PUBLIC WORKS
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to enter into a license agreement with the Alhambra Office Community, LLC, to authorize the Department of Public Works to use an elevated helipad located at 1000 South Fremont Avenue in Alhambra, California for emergency services and limited emergency training exercises in connection therewith.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are statutorily and categorically exempt under Sections 15301 and 15269(c) of the California Environmental Quality Act, for the reasons stated in this letter and in the record of the project.
2. Approve and authorize the Director of Public Works or her designee to enter into a license agreement with the Alhambra Office Community, LLC, for the gratis use of an elevated helipad located at 1000 South Fremont Avenue in Alhambra, California for emergency services and limited emergency training exercises in connection therewith.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find the proposed activities exempt from the California Environmental Quality Act (CEQA) and enable Public Works to enter into a license

agreement to use an elevated helipad located at 1000 South Fremont Avenue in Alhambra, California for emergency transport services and limited emergency training exercises in connection therewith.

Currently, Public Works personnel who respond to an emergency via helicopter must report to other sites for pick up. These other sites are only accessible by car, even from Public Works headquarters, and therefore create a delay to any potential emergency response based on the time in transit, especially in emergencies that may impact the use of roadways. The subject helipad is located across the street from Public Works headquarters and would help Public Works personnel achieve a much safer and quicker working-hour response to an emergency.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Community Support and Responsiveness (Goal 2). The recommended actions will help achieve these goals by strengthening the capacity to sustain essential services for communities, and enhancing emergency preparedness through continued investment in personnel, training, and facilities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Works is responsible for the operation and maintenance of 14 major dams and other infrastructure owned by the Los Angeles County Flood Control District, including the inspection and evaluation of these facilities during earthquakes and other emergency conditions. Public Works is also a key responder in many other types of emergency situations.

Public Works typically partners with the County of Los Angeles Fire Department to provide helicopter transport during emergency exercises and with the Fire and Sheriff's Departments, or a private vendor in the event of a real emergency.

The recommended license agreement establishes the rights to use the existing elevated helipad located at 1000 South Fremont Avenue in Alhambra, California, located within walking distance from the Public Works Headquarters building, for emergency services and limited emergency training exercises in connection therewith.

The license agreement will facilitate the dispatch of Public Works' personnel to the District's dams and other infrastructure during emergency conditions, and would also improve efficiencies for other emergency response functions involving the transport of either personnel or equipment from Public Works.

The license agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Approval of the license agreement for the use of the private helipad for emergency services and limited emergency training is categorically exempt under Section 15301 and statutorily

exempt pursuant to 15269(c) of the State CEQA Guidelines. The proposed activities under the license agreement include the use of an existing helipad for specified activities, which are already permitted at the site. Therefore, these activities fall under a certain class of projects determined not to have a significant effect on the environment in that it meets criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The activities will result in negligible or no expansion of use of the facilities. Further, there are no unusual circumstances or other limiting factors that would make the exemption inapplicable based on the project records. Also, the proposed activities under the license agreement are statutorily exempt pursuant to Section 15269(c) of the State CEQA Guidelines because they include specific actions necessary to prevent or mitigate an emergency, specifically training for, and transport to sites where emergencies have been identified.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Entering into the proposed license agreement with The Alhambra Office Community, LLC, will provide Public Works with an authorized helipad conveniently accessible from the Public Works headquarters for use in emergencies and emergency exercises, even if local roadways have been impacted. The helipad will reduce both time and associated costs otherwise required to get personnel on a helicopter and to perform necessary duties during an emergency response.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

Respectfully submitted,



GAIL FARBER

Director

GF:CS:sh

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel (Lauren Dods, Mark Yanai)
Executive Office

HELIPAD LICENSE AND INDEMNIFICATION AGREEMENT

THIS HELIPAD LICENSE AND INDEMNIFICATION AGREEMENT (this “**Agreement**”) is made and entered into as of November ___, 2015, by and between The Alhambra Office Community, LLC, a Delaware limited liability company (“**Owner**”), and the County of Los Angeles, a legal subdivision of the State of California and a body corporate and politic, hereinafter referred to as the “**County**.”

WITNESSETH:

WHEREAS, Owner owns certain property located at 1000 South Fremont Avenue in Alhambra, California (the “**Property**”); and

WHEREAS, the Property includes an elevated helipad located at approximately Latitude 34 degrees 04’ 53” North, Longitude 118 degrees 08’ 55” West (the “**Helipad**”). The Helipad is located on the rooftop of building A9 East at the Property; and

WHEREAS, the Department of Public Works (the “**LACDPW**”) of the County may require access to and use of the Helipad by helicopters for emergency services provided by the LACDPW and for limited emergency training exercises in connection therewith;

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, Owner and County hereby agree as follows:

- 1) When County has (i) requested permission (pursuant to the procedures in the following sentence) to use the Helipad and routes of access thereto and therefrom across the Property, (ii) provided Owner with evidence of insurance pursuant to Section 8 below, if necessary, and (iii) received Owner’s or its agent’s authorization to use the Helipad, then County shall be entitled to access the Helipad pursuant to this Agreement. Prior to landing any helicopter on the Helipad, County shall telephonically notify Owner of any necessary use of the Helipad (a) during “emergency events” (described in Section 3 below) by contacting either Owner’s property manager at 626-300-5000 or Owner’s security service at 626-300-2211, or (b) for emergency training exercises (described in Section 3 below) by contacting Owner’s property manager at 626-300-5000 no less than fourteen (14) days prior to the requested training date. Owner or its agent may deny or approve the contemplated use of the Helipad in Owner’s or its agent’s sole and absolute discretion.
- 2) Except as otherwise set forth in this Agreement, Owner shall not charge County for the use of the Helipad by County during bona fide emergencies or emergency training exercises.
- 3) The use of the Helipad pursuant to this Agreement shall be limited to daytime use by the LACDPW as reasonably necessary to (A) respond to an “emergency” as defined in California Public Contract Code Section 1102 (i.e., “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”), or (B) perform emergency training exercises not more frequently than one time per calendar year, which

training shall only occur on an approved Thursday (before 8:00 am or after 3:00 pm), Saturday or Sunday.

- 4) The use of the helipad shall be restricted solely to single turbine engine helicopters operated by or on behalf of LACDPW (with a gross weight limit of not more than 3,500 pounds and not exceeding a length of 43 feet). The use of the Helipad is regulated by various governmental agencies. County shall comply, and shall cause any non-County owned helicopter owner/operator that is operating a helicopter on behalf LACDPW to comply, with all applicable laws and regulations in connection with the use of the Helipad, including, but not limited to, all of the restrictions and requirements set forth in the City of Alhambra's Conditional Use Permit and State of California Heliport Permit both attached hereto as Exhibit A and made a part hereof. Such regulations and requirements include, for example, prescribed approach and departure routes. County shall be responsible for all costs to comply with all applicable laws and regulations in connection with the use of the Helipad, including, but not limited to, ensuring that the required Helipad markings shown on Exhibit B attached hereto and made a part hereof are maintained and repainted when necessary.
- 5) Either Owner or County may terminate this Agreement at any time upon submission of written notice to the other.
- 6) Owner makes no representations or warranties of any kind, whether express or implied, concerning the Helipad or the adequacy or suitability thereof for the County's use. County accepts the Helipad in its "AS IS" condition throughout the term of this Agreement. County shall assure itself as to the adequacy, safety and suitability of the Helipad and all approach and departure routes before utilizing same. Any use of the Helipad and/or flights across the Property by County or its designee shall be at the sole risk of County or its designee and County assumes full responsibility and all risks incidental to such utilization, specifically including all hazardous conditions on or about the Helipad or Property, whether latent or patent.
- 7) County shall release, discharge, indemnify, defend and hold harmless Owner, its parent, holding and affiliated companies, its and their respective directors, members, partners, officers, shareholders, employees, servants, agents and personnel for whom Owner or its affiliates may be legally responsible (hereinafter collectively referred to as the "**Indemnitees**") from and against all liabilities, claims, demands, causes of action, suits and proceedings, including reasonable attorneys' fees, for injuries to or death of any person or for damage to or loss of any property in any way arising out of use by County or its designees (including, but not limited to, owners/operators of non-County owned helicopters operating on behalf of the County) of the Helipad or its or their ancillary presence on or over the Property, provided, however, that County's obligations under this Section 7 shall not apply to any liabilities, claims, demands, causes of action, suits or proceedings to the extent that such liabilities, claims, demands, causes of action, suits or proceedings are caused by the active negligence or intentional misconduct of Indemnitees or any of them. This provision shall survive the termination of this Agreement.

- 8) Owner hereby acknowledges that County is a public entity and self-insured. County shall provide Owner with a certificate of County self-funding of insurance obligation or similar document in a form acceptable to Owner.
- 9) Owner and County hereby acknowledge that neither this Agreement nor any memorandum or affidavit thereof shall be recorded with the Los Angeles county registrar recorder. Should County ever record or attempt to record this Agreement, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a breach by County hereunder, and Owner shall have the express right to unilaterally terminate this Agreement upon filing a notice of said termination in the proper place for said filing.
- 10) Without limiting the provisions of Section 6 above, in the event that the County's use of the Helipad or related facilities causes damage thereto, then Owner may proceed to undertake such repair or maintenance as may be reasonably necessary and County shall reimburse Owner the reasonable costs incurred pursuant to this sentence. Such reimbursement payment shall be made by County to Owner within thirty (30) days of County's receipt of reasonable supportive evidence of the amount owed to Owner for a particular expense and a statement of the amount to be reimbursed by County to Owner. This provision shall survive the termination of this Agreement.
- 11) County shall keep the Property free and clear from any and all mechanics', materialmens', contractors', or subcontractors' liens based on or in connection with County's repair, maintenance (if County undertakes any repairs or maintenance) or use of the Helipad or access on or over the Property.
- 12) In the event either Party to this Agreement commences any legal action in connection with the provisions hereof, or in order to obtain damages for the alleged breach of any of the provisions hereof, the prevailing party in such action shall be entitled to recover, in addition to any amounts of relief otherwise awarded, all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.
- 13) Except for telephonic notices given pursuant to Section 1 above, any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to County:

Water Resources Division
Department of Public Works
County of Los Angeles
900 South Fremont Avenue

Alhambra, California 91803
Attention: Christopher Stone

If to Owner:

The Alhambra Office Community LLC
c/o The Ratkovich Company
700 South Flower Street, Suite 2600
Los Angeles, California 90017
Attention: Clare De Briere

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

- 14) All provisions oral or written, promises, and/or agreements relating to the rights to be provided under this Agreement are hereby superseded, it being expressly agreed that the terms and provisions of this Agreement shall constitute the full and complete agreement between Owner and County. The failure of either party to enforce any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision. If any term or provision of this Agreement shall be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall be held valid and shall be enforceable to the fullest permitted by law.
- 15) This Agreement shall be construed and governed under the laws of the State of California, without regard to conflict of law principles. The parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles County, California and hereby irrevocably and unconditionally waive and agree not to plead or claim in any such court that any action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Owner and County have respectfully signed this Agreement as of the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Deputy Director
Department of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

OWNER:

THE ALHAMBRA OFFICE COMMUNITY, LLC,
a Delaware limited liability company

By: AIGGRE-TRC Alhambra Stabilized Project, LLC,
a Delaware limited liability company,
its Sole Member

By: AIGGRE-TRC Alhambra, LLC,
a Delaware limited liability company,
its Sole Member

By: Ratkovich 1000, LLC,
a California limited liability company,
its Administrative Member

By: Ratkovich Investment Company, LLC,
a California limited liability company,
its Managing Member

By: _____
Wayne Ratkovich, its Managing Member

EXHIBIT A TO
HELIPAD LICENSE AND INDEMNIFICATION AGREEMENT

[See attached]

State of California

Department of Transportation
Division of Aeronautics
has issued a

HELIPORT PERMIT



To THE ALHAMBRA OFFICE COMMUNITY, LLC HELIPOINT

Owned by The Alhambra Office Community, LLC

Operated by The Alhambra Office Community, LLC

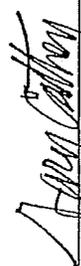
Located at 1000 South Fremont Street, Alhambra, California 91803

Latitude 34° 04' 53" N.; Longitude 118° 08' 55" W.

Has received Permit No. LA-128(H)

Operation of a heliport is hereby authorized under the permit issued pursuant to the laws of the State of California and the rules and regulations of the Department of Transportation subject to any conditions imposed by the department. This display certificate is not the Heliport Permit.

January 6, 2009
DATE


GARY CATHHEY
CHIEF, Division of Aeronautics



State of California

HELIPORT PERMIT

FOR A SPECIAL-USE HELIPORT

Pursuant to California Public Utilities Code Section 21662, the California Department of Transportation (Department), Division of Aeronautics, hereby issues this Corrected Heliport Permit No. LA-128(H) for the:

THE ALHAMBRA OFFICE COMMUNITY, LLC HELIPORT
1000 South Fremont Avenue
Alhambra, California 91803

Latitude: 34° 04' 53" N.
Longitude: 118° 08' 55" W.

Owned and Operated by: The Alhambra Office Community, LLC
1000 South Fremont Avenue
Alhambra, California 91803-8801

This Corrected Heliport Permit reflects a change of name and ownership. This Permit supersedes the Permit dated February 20, 1997. This Permit is subject to the following conditions:

1. The heliport is to be maintained in accordance with California Code of Regulations, Title 21, Sections 3525 through 3560.
2. The designated approach/takeoff paths are as follows:
 - Approach Path: Magnetic bearings of 180° and 360°
 - Takeoff Path: Magnetic bearings of 180° and 360°
3. The heliport is approved for day use only.

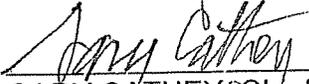
The physical status of this special-use facility, which was designed to accommodate one helicopter with an overall length of up to 43 feet, is described below:

- Final Approach and Takeoff Area (FATO): 64 feet x 64 feet.
- Touchdown and Liftoff Area (TLOF): 34 feet x 34 feet.
- Heliport is not lighted.

This Permit shall remain in effect so long as the heliport meets the conditions under which the Permit was issued or until action is taken by the Department to suspend, revoke, or correct the Permit pursuant to the California Public Utilities Code or the California Code of Regulations.

The heliport's owner shall apply to the Department for a Corrected Heliport Permit prior to any physical or operational changes at the heliport which affect the conditions or physical status above or for a change in heliport ownership.

Failure to maintain the heliport in accordance with the conditions of this Permit is a violation of Public Utilities Code Section 21666 and is punishable as a misdemeanor.



GARY CATHEY, Chief
Division of Aeronautics
California Department of Transportation

January 6, 2009

Date

RECEIVED

NOV 30 1981
Caltrans Division
of Aeronautics

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
HELIPORT SITE APPROVAL PERMIT - APPLICATION
FORM DA-201 (REV. 7/75) (FORMERLY DDA-200)

FRONT

INSTRUCTIONS

- A. NOTE: AN APPLICATION FOR CONSTRUCTION OF A NEW HELIPORT MAY NOT BE SUBMITTED TO THE DIVISION OF AERONAUTICS UNLESS THE PLAN FOR SUCH CONSTRUCTION IS FIRST APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY, OR CITY COUNCIL OF THE CITY IN WHICH THE HELIPORT IS TO BE LOCATED AND UNLESS THE PLAN IS SUBMITTED TO THE COUNTY AIRPORT LAND USE COMMISSION AND ACTED ON BY SUCH COMMISSION (WHERE SUCH COMMISSIONS HAVE BEEN ESTABLISHED)
- B. PLEASE COMPLETE ALL ITEMS OF THIS APPLICATION AND RETURN TO THE FOLLOWING ADDRESS.
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
1120 N STREET, P.O. BOX 1499
SACRAMENTO, CALIFORNIA 95807
- C. THIS FORM SHALL ALSO BE UTILIZED TO NOTIFY THE DIVISION OF AERONAUTICS OF AN EXISTING UNPERMITTED OR EXEMPT HELIPORT IN ACCORDANCE WITH SECTION 3553 B OF THE CALIFORNIA HELIPORT REGULATIONS.
- D. SEE REVERSE SIDE FOR ADDITIONAL ITEMS TO BE SUBMITTED WITH THIS APPLICATION.
- E. PLEASE PRINT OR TYPE.

PART I. OWNER/OPERATOR INFORMATION

1 APPLICANT'S NAME C F Braun & Co		2 PHONE NUMBER 213-570-1000
3 APPLICANT'S ADDRESS 1000 South Fremont Avenue, Alhambra, California 91803		
4 APPLICANT'S AGENT (NAME)		5 AGENT'S TITLE
6 PROPERTY IS CONTROLLED BY <input checked="" type="checkbox"/> TITLE <input type="checkbox"/> LEASE <input type="checkbox"/> OTHER, SPECIFY:		
7. PROPERTY OWNER'S NAME C F Braun & Co		B PHONE NUMBER
9 PROPERTY OWNER'S ADDRESS Same as above		

PART II. HELIPORT INFORMATION

1 NAME OF HELIPORT C F Braun & Co	2 NEAREST CITY Alhambra	3 COUNTY Los Angeles
4 ADDRESS OF HELIPORT 1000 South Fremont Avenue, Alhambra, California		
5 LOCATION OF HELIPORT (COMPLETE SECTION 5 A, B, OR C BELOW)		
A LATITUDE 34° 04' 53" N		LONGITUDE 118° 08' 55" W
B TOWNSHIP	RANGE	SECTION
C PROMINENT FIX	BEARING FROM (1" MAG)	DISTANCE (5 MI.)
6 SITE DIMENSIONS 800' x 1600'	7 LANDING AREA DIMENSIONS 75' x 75' 64x66	
8 PREVAILING WIND NE	9. MAKE AND MODEL OF HELICOPTER(S) WHICH WILL UTILIZE HELIPORT Bell 206-B or equal	
10 CLASS OF HELIPORT <input checked="" type="checkbox"/> PRIVATE I <input type="checkbox"/> PUBLIC II <input type="checkbox"/> PUBLIC III		11 SUBCLASS (SERVICES) <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
12 ELEVATION OF LANDING AREA (FT. MSL) 560'	13. A. IF ELEVATED - HEIGHT (FT. AGL) 100'	13. B. MAX WEIGHT (LBS.) CAPACITY 3500
14 PROPOSED USE (CHECK ALL THAT APPLY)		
<input type="checkbox"/> VFR ONLY	<input type="checkbox"/> NIGHT	<input type="checkbox"/> HOSPITAL USE
<input type="checkbox"/> IFR	<input type="checkbox"/> PERSONAL USE	<input type="checkbox"/> PUBLIC SERVICE (FIRE, POLICE, ETC.)
<input checked="" type="checkbox"/> DAYLIGHT ONLY	<input checked="" type="checkbox"/> CORPORATE USE	<input type="checkbox"/> PUBLIC/COMMERCIAL
15 ANTICIPATED COMPLETION DATE September 1982	16. APPLICANT'S SIGNATURE C F Braun & Co By <i>J. Sapp</i>	17. DATE November 18, 1981

SEE REVERSE FOR PART III. ADDITIONAL ITEMS TO BE SUBMITTED WITH APPLICATION.

111 S. FIRST STREET
ALHAMBRA, CALIFORNIA
TELEPHONE: 570-5039

FILE NO. CH-81-16

CITY OF ALHAMBRA

DECISION OF THE PLANNING COMMISSION

Name of Applicant: C. F. Braun Company (Santa Fe Int'l.) Date: October 20, 1981
Address of Applicant: 1000 South Fremont Avenue City: Alhambra, 91802
Address of Property Involved: 1000 South Fremont Avenue Zone: M-2
Legal Description of Above: Parcel Nos. 5342-1-13 and 5342-32-4 in the City of Alhambra,
County of Los Angeles

REQUEST: Conditional Use Permit and a Negative Declaration of Environmental Impact for
the development of a helipad on the roof of an office building currently under
construction on an approximate land area of 36.2 acres located in the M-2
(General Manufacturing Zone at 1000 South Fremont Avenue.

DATE OF HEARING: October 19, 1981 DATE OF DECISION: October 19, 1981

Decision of the Planning Commission: Approved subject to the Conditions of Approval
contained on Data Sheet No. 4, with deletion of "whenever possible" at the
end of Condition No. 5.

Permit for said construction may be obtained at the Building Department upon presenta
tion of plans to said department after a ten (10) day protest period expiring
October 30, 1981.

The granting with or without conditions or the denial of an application by the Planni
Commission shall be final unless within ten (10) days after the decision by the Planning
Commission the applicant, or any other person aggrieved, shall appeal therefrom in writin
to the City Council by presenting such appeal to the City Clerk.

In addition, you are hereby notified that the time within which you may seek judicial
review after exhaustion of administrative remedies is governed by Section 10.94.6 of the
Code of Civil Procedure of the State of California.

Section 23.80.11B of the Alhambra Municipal Code reads as follows: "If the use
authorized by any variance or modification is, or has been unused, abandoned, or discon
tinued for a period of six (6) months, or the conditions of the variance or modification
have not been complied with said variance or modification shall become null and void and
of no effect".

ALHAMBRA CITY PLANNING COMMISSION

Secretary Darrell H. Cozen
DARRELL H. COZEN.

DATA SHEET NO. 4

CONDITIONAL USE PERMIT CU-81-16
C.F. Braun

SUGGESTED CONDITIONS OF APPROVAL

1. The property and use shall be developed in accordance with the submitted plan but modified by the conditions which follow:
2. The proposed use shall comply with all applicable County, State and/or Federal Regulations and Restrictions.
3. The proposed use shall comply with all applicable regulations of the Alhambra Municipal Code, the Uniform Building Code and the Uniform Fire Code.
4. A wind indicating device shall be installed. A flag, banner, or similar device, should be acceptable.
5. The flight path of the helicopters when coming to and leaving the site shall follow major throughfares (San Bernardino and Long Beach Freeways, and Southern Pacific Railway) and shall avoid flying over residential areas. Approach and departure should be over the manufacturing area to the west.
6. Operations shall be restricted to daylight hours, except for emergency use by the Police or Fire Department.
7. Only single turbine helicopters will be permitted to use this helipad.

CITY OF ALHAMBRA

OCTOBER 7, 1981

TO: Honorable President and Members of
the Alhambra City Planning Commission

FROM: Darrell Cozen, Senior Planner *DC*
by Cathy Daly, Planning Intern *CD*

SUBJECT: Conditional Use Permit (CU-81-16)
1000 South Fremont Avenue
C.F. Braun Company (Santa Fe International)

PROPOSAL:

This is an application for a Conditional Use Permit and a Negative Declaration of Environmental Impact for the development of a helipad on the roof of an office building currently under construction on an approximate land area of 36.2 acres located in the M-2 (General Manufacturing) zone at 1000 South Fremont Avenue.

BACKGROUND:

1. On December 1, 1980, the Planning Commission approved a Precise Plan PA-80-8 to allow C.F. Braun to construct a new six-story office building and parking structure in the middle of their plant.
2. Over the years C.F. Braun has had a helipad located at various places on their property. These helipads were used infrequently, only four or five times a year. The last helipad was removed due to their current construction activities.
3. Building plans for the office building have been approved to support a helipad on the sixth floor roof of the office building. Plan check review included consideration of structural, fire, safety and drainage requirements and protection from accidental gasoline spills.

FACTS:

1. Section 23.90.020 of the Alhambra Municipal Code requires a Conditional Use Permit for the operation of a heliport in the M-2 (General Manufacturing) zone

At the time of plan check, the need for a CUP was not discussed. Subsequently, C.F. Braun requested specific City Council approval for the helipad, as required for State licensing.

This helipad was considered by staff to be similar to a heliport, although a helipad does not serve all of the functions of a heliport. The proposed helipad would contain no facilities for parking or storage of helicopters. The helipad's main function would be to load and unload passengers.

2. The site is located in the Alhambra Redevelopment Agency's Industrial Area and is bounded by Orange Street (North); Mission Road (South); Fremont Avenue (West) and Date Avenue (East).
3. The subject property is located in the middle of the manufacturing zone with light and general manufacturing activities existing to the east and west and the Sears complex to the north. The Southern Pacific Railroad is situated between the C.F. Braun site and a mixed residential area to the south.
4. No complaints have been filed with either the Police Department or Code Enforcement Department in regards to previous helicopter activity on the subject property.
5. The proposed helipad will be approximately 700 feet from the residential area to the south.
6. The applicant estimates that 3 flights will occur monthly, during normal business working hours only.
7. The applicant anticipates that only light turbine powered helicopters will be utilizing the helipad. Turbine powered helicopters are quieter than piston powered helicopters, and smaller crafts are quieter than larger crafts.

ANALYSIS:

1. C.F. Braun owns over 36 acres in the general manufacturing area. The helipad will be located in the interior of one of the largest parcels.
2. The General Plan suggests that 80 dB(A) decibels is an appropriate maximum noise standard for a manufacturing area. In some cases the noise resulting from the helipad may exceed this standard; but the duration of excessive noise would probably not exceed five minutes a day and most likely not five minutes per week. Actual noise levels will vary with weather and wind conditions.
3. The helipad will be located at an approximate elevation of 60 feet (on the sixth floor roof of office building A-9E). The roof dimensions are very large at 125' X 273' and the landing pad is located in the center with 34' X 34' dimensions. The noise generated by helicopters landing and taking off will be greatly reduced because the roof surface is much larger than the helipad area. This causes sound waves to project out horizontally and above other structures.
4. Typically, helicopters fly at 1000 feet A.G.L. (above ground level) except when landing or departing or whenever it is dangerous to do so. Helicopter flight during day time hours and at this elevation should not affect noise sensitive land uses below the flight path. The only noise sensitive area around the proposed helipad is about 700 feet south of the site. A medium density residential area lies south of the general manufacturing zone and is separated by Mission Road and the Southern Pacific Railway. Suggested Condition No. 5 is designed to eliminate any impact caused from flight landings or departures over this residential area.
5. Ambient (background) noise is everpresent in urban areas. It is greatest during the day time hours and decreases in the evening or night time hours. In many cases the ambient noise will further reduce the impact of the arriving and departing helicopters. Suggested Condition No. 6 will restrict the operation of the helipad to day light hours in order to reduce any possible disturbance to sleep of City residents.
6. Helicopter noise is a function of the size, weight and type of engine being used as well as meteorological factors. C.F. Braun designed its helipad to accommodate craft of approximately 4000 pounds (light weight helicopters). Single turbine helicopters range from 3,000-4,500 pounds whereas double turbine helicopters are heavier at 7,500-8,500 pounds. Some piston powered helicopters tend to be lighter than the single turbine helicopters, 2,500 pounds, but they are noisier. Suggested Condition No. 7 will require the use of only the quieter single turbine helicopter to minimize possible noise impacts.
7. The Federal Aviation Administration conducted an Aeronautical study (No. 80-AWE-54-NRA) which considered matters such as the effect the proposal would have on existing or contemplated traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of FAA, and the effects that existing or proposed man made objects and natural objects within the affected area would have on the proposal. The FAA found no negative impacts in these regards.
8. The Alhambra Public Services Department makes no recommendations or conditions for CU-81-16 (9-15-81).
9. The Alhambra Redevelopment Agency does not anticipate any safety or health hazards and recommends approval of CU-81-16 (9-16-81).

10. The Alhambra Fire Department requires only basic fire protection i.e. large extinguishers and hose cabinet with the wet standpipe outlets. The applicant has been made aware of these requirements.

11. During the investigation of this application staff contacted:

- The Los Angeles County Regional Planning Department
- State Department of Transportation - Division of Aeronautics
- The Bell Helicopter Company
- The Federal Aviation Administration
- The Pasadena Police Department and
- The City of Brea.

Information received from the above agencies included reports on helicopter noise, the helipad permit process, other conditional use permits for helipads, and information on the operation of helicopters.

12. A Negative Declaration of Environmental Impact has been prepared and is on file with the Planning Division.

RECOMMENDATIONS:

1. Find that CU-81-16 will not have a significant effect on the environment and approve the Negative Declaration.
2. Approve the proposed findings on Data Sheet No. 3.
3. Approve CU-81-16 subject to the suggested conditions of approval contained on Data Sheet No. 4.

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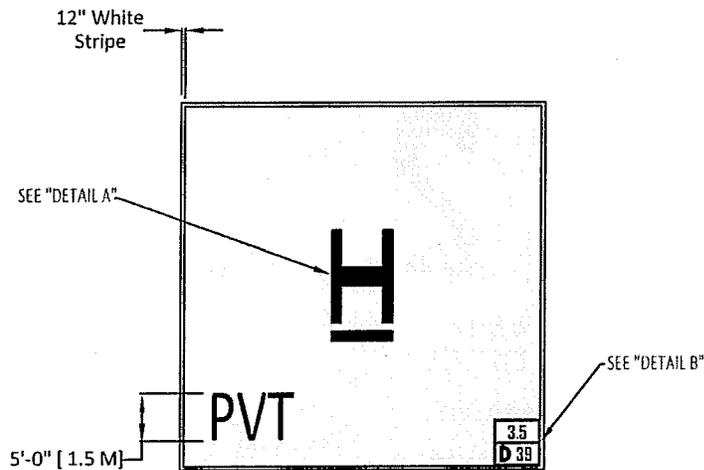
Attachments:

1. Information Sheet (Data Sheet No. 1).
2. Location Map (Data Sheet No. 2).
3. Findings (Data Sheet No. 3).
4. Suggested Conditions of Approval (Data Sheet No. 4).
5. Site Plan and Roof Plan of building A-9E.

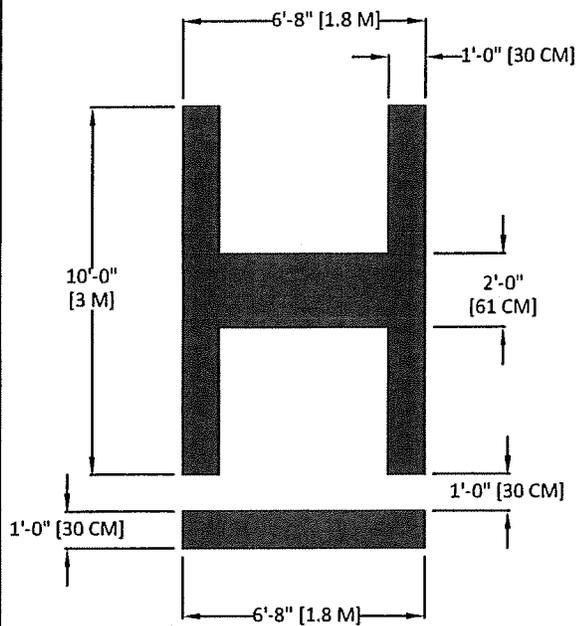
EXHIBIT B TO
HELIPAD LICENSE AND INDEMNIFICATION AGREEMENT

[See attached]

California Department of Transportation, Division of Aeronautics - Elevated Heliport TLOF Marking Guide

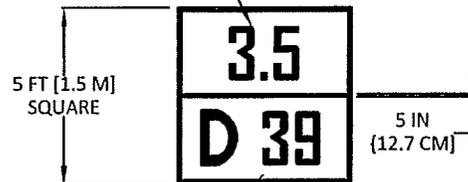


HELIPORT
ELEVATED TLOF DETAIL



DETAIL A
HELIPORT IDENTIFICATION
SYMBOL

Indicates maximum takeoff weight
of the TLOF design helicopter in
units of thousands of pounds



Indicates overall length of largest
helicopter for which TLOF is designed

DETAIL B
TLOF SIZE/WEIGHT
LIMITATION 'BOX'

Notes:

1. Details adapted from "FAA AC 150/5390-2C, Heliport Design, Figure 4-25" and modified for California Heliports.
2. See "Figure C-2" (on reverse) for the form and proportion of the numbers used in the TLOF Size and Limitation Box.
3. See "FAA AC 150/5390-2C" for alternate marking options.

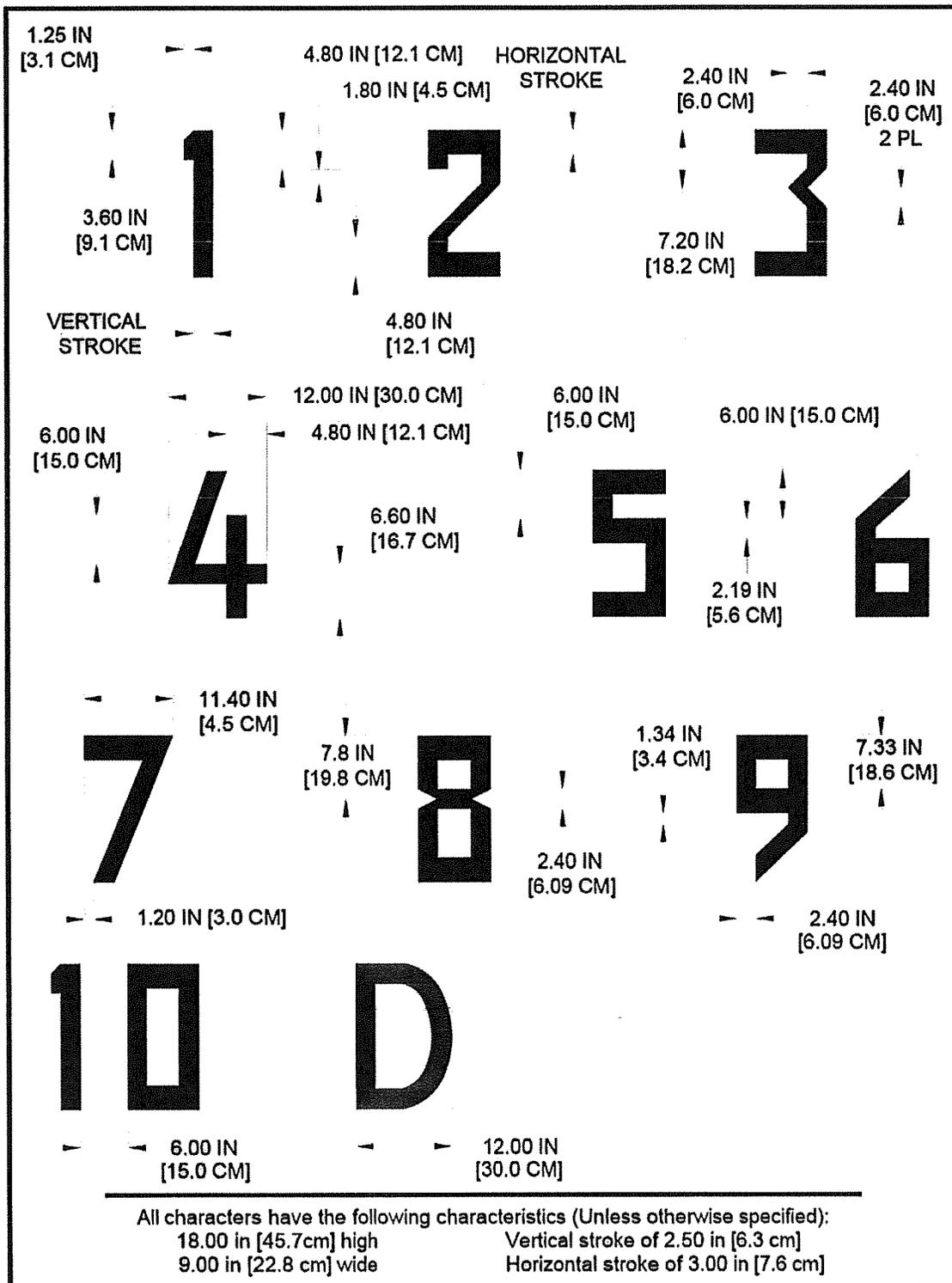


Figure C-2. Form and Proportions of 18 Inch (45.7 cm) Numbers for Marking Size and Weight Limitation